

<u>IPP NO.</u>	<u>INDUSTRY QUESTION</u>	<u>REFERENCE</u>	<u>GOVERNMENT RESPONSE</u>
1	(1) The potential for a CBR event, military conflict or significant terrorist intelligence WMD threat indicator exists during the proposed contract period of performance. Will the Government revise the RFP to include Cost-Plus/T&M options and CLINs to enable the contractor to undertake high-tempo contingency operations, support of additional sites and support of expeditionary operations in hostile areas of operation? Note that it is far easier (and more beneficial to the Government) to exercise a contingency option than it is to execute an emergency procurement/negotiation.	p. 2, Schedule B	There is no requirement to support high-tempo contingency operations.
2	(2) Given the inherent risks of OCONUS operations (e.g. foreign labor laws, permits, environmental regulations, etc.), will OCONUS operations be assigned T&M CLINs?		T&M will be considered for OCONUS operations.
3	(3) Clarification: The Briefing to Industry presentations and the DRFP states that the IPP is a “mature” program that has “achieved design and functional stability”, yet threaded throughout the DRFP are references to system “evolution”, “technology refreshment . . . at defined intervals”, “updating” the system architecture, etc. Please clarify: <ul style="list-style-type: none"> the work anticipated in the system integration of evolutionary upgrades, how this will affect the T&M CLINs, or will this work be structured into the Final RFP as options 		Requirements and processes are mature and stable. Technologies will require refreshments based on normal operational life cycles and functional obsolescence. The offeror shall be capable of integrating new technologies and maintaining the overall Family of Systems (FoS) functionality over time. This does not affect the CLINs. Any upgrades or modifications to the FoS must be agreed to by the Government and offeror prior to execution. This is not a stand alone option; rather, an overarching requirement. The CLIN will be in Phase 1 as a Technology Refreshment and Enhancement CLIN.
4	(4) Also, please advise if the Government will entertain early modifications to the existing configurations/architecture that would increase efficiency/effectiveness and lower costs. Throughout DRFP		For the purposes of responding to the RFP, the answer is no. This requirement is considered a management and execution focus effort.
5	(5) Portal Shield and Joint Biological Point Detection System legacy sensors are/were supported under the Biological Detection System Contractor Logistics Support (BDS CLS) contract primed by AAI. As IPP fielding proceeds, will the support of these sensors be transitioned/migrated from the cost-plus BDS CLS contract into the Fixed Price/T&M IPP contract? If so, will the Government modify the RFP; if not, will the Government provide guidance on the integration of systems supported under a separate cost plus instrument onto a FF/T&M contract.	p. 15, para 3.1.4.1	This will be a Task Order (TO) contract. Each installation will be different based on the sustainment component of that installation. However, this does not affect the entire contract. History exist with maintaining these systems that does not require a CPFF instrument, but may be considered as T&M and, as stated, will be defined on individual TOs.
6	(6) What type IUID/RFID system, tags, readers are in current use by the incumbent Guardian LSI contractor or which have been selected by the Government for implementation?	p. 24, para 3.4 (7) & p. 56 252.211-7003 ITEM IDENTIFICATION AND VALUATION	Currently, we do not use a designated UID/RFID system. However, we are in the process of selecting one for future use.
7	(7) Will the Government provide the Guardian LSI Transition Plan with the RFP and provide a transition period so that competitors may plan and propose for the transition (including pricing)?	p. 24, para 3.4.2	A Transition Plan will not be provided with the Final RFP. However, the Government will provide the transition template.

8	(8) When will the Government require the QMP and QASP? Will these be included/noted in CDRLs?	p. 25, para 4.1	The offeror will use the existing plans to start. Afterwards, the plan will be due 120 days after contract award and will be noted in a CDRL.
9	(9) What are the JPEO standards for probability and severity of risk referred to in this paragraph? As the risk management plan is required (see DRFP p. 73, Tab A4) in the management volume of the proposal submission, will the Government publish these standards?	p. 25, para 4.2 & p. 73, Tab A4	The Joint Program Executive Office for Chemical and Biological Defense (JPEOCBD) currently has a draft standard for probability and severity of risk. This will be provided in Section J of the Final RFP.
10	(10) When is the Program Management Plan due to the Government? Will this be included/noted in CDRLs?	p. 25, para 4.3	This will be defined as a CDRL 30 days after contract award.
11	(11) According to security regulations, a Program Protection Plan is a Government document, which is normally subject to Government multi-level review. Does the Government, by this paragraph, intend that the contractor: <ul style="list-style-type: none"> • Supplement, but not update, the Government's PPP with its own procedures? • Update the PPP on a unilateral basis? • Submit recommendations for the modification of the PPP to the Government for approval? 	p. 27, para 5.4	The Program Protection Plan (PPP) is a government document. However, the government wants the offeror to work in partnership with the program office to develop and submit recommendations for modifications to the PPP.
12	(12) Has the Government sought/obtained Technical Expert Status Accreditation (TESA) or similar approvals for US labor to perform IPP work in host countries (e.g. Germany)? Will TOs require that OCONUS work be performed by US Nationals? If work may be accomplished by non-US labor, will any of these personnel require a NATO Secret clearance? Has the Government considered the impacts on cost, security, etc. should TESA not be granted and non-US labor then be required?	p. 27, para 6.1	The Contracting Office will perform the necessary activities for those countries requiring review of the contract prior to performance in any country. However, once this information is obtained, individual TOs will address unique impacts on pricing the activities associated with that country. The T&M aspect of the awarded contract will allow the flexibility in addressing unique pricing arrangements associated with Other Direct Costs (ODCs).
13	(13) Upon award, will the Government convey to the successful bidder any/all of the listed documents that were furnished by the Guardian LSI contractor as deliverables, for purposes of transition and continuity?	p. 28, para 7.5	Yes, designs, site surveys, and other documents that the Government determines are necessary for successful completion of the program will be provided to the successful awardee.
14	(14) Upon award, will the Government convey to the successful bidder any preexisting integrated master schedules and supporting schedules that were furnished by the Guardian LSI contractor as deliverables, for purposes of transition and continuity?	p. 28, para 8.0	Yes, the successful awardee will be provided the necessary schedules.
15	(15) Section H Task Order Issuance, para. a states "The type of PO selected shall be either Fixed Price or Time and Material/Labor Hour." Section E lists FAR 52.246-3 Inspection of Supplies Cost-Reimbursement, and Section I lists 52.216-10 Incentive Fee. It appears these clauses do not apply to FFP or T&M/LH contract types. Please clarify.	p. 37, Sec H, TASK ORDER ISSUANCE	FAR 52.216-10 will be deleted. FAR 52.246-3, Inspection of Supplies Cost-Reimbursement, will be changed to FAR 52.246-6, Inspection—Time-and-Material and Labor Hour.
16	(16) Has the Government sought/obtained Technical Expert Status Accreditation (TESA) or similar approvals for US labor to perform IPP work in the host country (e.g. Germany)? Without TESA, the contractor may be required to use local contractor firms/labor that is subject to host	p. 38, FOREIGN INCOME TAXES	The Government will address, internally, all approvals associated with performing OCONUS tasks. The contract will be submitted through proper channels for approvals.

	nation labor laws and taxes.		
17	(17) The incumbent Guardian LSI contractor has/has had subcontracting relationships with firms who are also currently providing staffing/SETA support to the Guardian JPMO. The incumbent LSI contractor was permitted to add some of these subcontractors post-award. Allowing the practice of post-award contractors who are providing SETA support to the Guardian/IPP JPMO would lead to the perception that a possible <i>quid pro quo</i> arrangement could be struck between SETA contractors and competing IPP primes. Will the Government ensure that Guardian SETA contractors will be restricted from subsequent/post-award teaming with the successful bidder?	pp. 38-39, TEAMING ARRANGEMENTS and p. 40, NOTICE REGARDING ORGANIZATIONAL CONFLICT OF INTEREST (OCI) AGREEMENTS (FAR 9.5)	Contractors considered SETA support are not allowed to participate in the IPP Re-Compete. Those contractors are aware of who they are and have been notified. If there is any SETA support staff currently working for the incumbent, or will be working for the incumbent, please provide that information to the Government’s Contracting Office.
18	(18) The para suggests that the solicitation may result in multiple awards, despite several definitive declarations to the contrary during industry day. Has the Government reversed its earlier decision (of a single award contract) to now compete the IPP solicitation as a multiple-award contract?	p. 42, TASK ORDER PROCEDURES, para e.	A single award will be issued from the solicitation. All references made to multiple awards will be deleted in the Final RFP.
19	(19) The FAR clause indicates that extension of services may be required “at the rates specified in the contract”, and that these “rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor.” Unless Cost Plus CLINs and Options for contingency operations are incorporated into the RFP/contract, this clause would significantly harm the Government’s ability to respond to crises via the IPP contract.	p. 43, CLAUSES INCORPORATED BY REFERENCE, FAR 52.217-8	This contract is not intended for contingency operations. However, if IPP is directed to support Contingency Operations, the contract will be modified based on the flexible DoD procurement laws supporting such operations.
20	(20) The DRFP paragraph states: “. . . the offeror shall require all appropriate subcontractors to submit one (1) complete proposal package to their ACO and DCAA, as well as one (1) copy to the prime contractors ACO and DCAA.” Please define the term “all <u>appropriate</u> subcontractors”.	p. 67, SECTION L, SPECIAL INSTRUCTIONS FOR PREPARATION OF PROPOSALS, para L.1	Appropriate subcontractors are those subcontractors that have been proposed for a specific task(s) with pricing and must provide support to the prime. It is not appropriate, for purposes of this solicitation, to list subcontractors that have neither a specific task nor price proposal associated with any effort. In order to be effective in the competitive process, the Government must receive pricing from all primes and subcontractors.
21	(21) Exhibit L indicates that the Cost Volume, with the exception of Tab A (FPR agreements) and Tab B2 (GFP/S/M information), is limited to approximately 13 pages. As the Government has indicated keen interest in best value and correspondingly in identifying cost realism, cost-savings, cost-control, cost-effectiveness measures, cost risk management, etc., is this prescribed page count sufficient to detail cost/pricing? If a modification to the RFP is to include options for contingency operations, please adjust the cost volume page count accordingly.	p. 69-71, exhibit L-1 Proposal Volumes & p. 76, L.4.6	Sections L and M will be modified to correct numerous inconsistencies. The page count will be a roll up at the factor level only. Please refer to the new verbiage in the Final RFP that more clearly articulates each requirement.
22	Our company is a full service manufacturer and logistics support contractor for CBRNE equipment. We have reviewed the draft solicitation and have a number of concerns and questions regarding the Organizational Conflict of Interest clause on pages 40 and 41. Our interpretation of this clause is that ourselves and companies like ours that are highly likely to have equipment that would be purchased in support of the program are barred from being the prime contractor for this		Companies described are not barred from being the prime contractor. However, the OCI clause would preclude the prime contractor from supplying the system, product, capability or components, or be a subcontractor or consultant to a supplier of the system or any major component, for which

	<p>program. If this is not your intent, could you please clarify the intent of this clause with regarding to CBRNE equipment suppliers. If this barring is the intent, could you please provide your position of such contractors performing the following program elements as a subcontractor to a qualified prime:</p> <ul style="list-style-type: none"> a) Conducting installation surveys; b) Supporting installation surveys; c) Reviewing Installation Emergency Plans, performing gap analyses and recommending changes; d) Supporting Installation Emergency Plans and gap analyses, but not recommending changes; e) Performing Site installations; f) Performing Site maintenance and after installation support; g) Serving as Subject Matter Expert (SME). <p>We appreciate your comprehensive response to the above questions and concerns. We believe that the current potential risk of having an OCI situation may discourage ourselves and other companies like ours that are highly qualified to provide needed CBRNE expertise from participating on the Guardian Program. Assistance in helping us understanding the Government's sensitivities to these issues could help to provide increased participation and competition.</p>		<p>it supports the development of system requirements/ specifications, provides system engineering and technical direction, and/or recommends products/capabilities.</p>
23	<p>1. Page 38 provides a list of key personnel and page 42 under task order procedures item d, states there will be a task order that provides for Program Management. It is not apparent from the CLIN structure how these items would be priced. We recommend adding a PM element to the CLIN structure.</p>		<p>The subject reference will be deleted from the Final RFP. There will not be a separate CLIN for program management activities. This requirement calls for the normal PM activities whose costs are captured in overhead rates.</p>
24	<p>2. Section H, item g states, “Subcontractors must use loaded labor rates that are submitted in the original basic proposal submission and approved during negotiation of the basic contract.” This statement will require Offerors to lock in a team and specify workload allocations and rates for every element of the SOW for the duration of the contract in their original proposal submission. This requirement would seem to be contradictory with the evolution of small businesses in the market place, the need for flexibility to respond to potential changes in JPMG IPP program requirements and the requirements in the DRFP for maximizing competition (Tab C4 page 74). We would recommend rewording item g in the final RFP to, “Subcontractors must use loaded labor rates that are submitted in the original basic proposal submission and approved during negotiation of the basic contract or submitted to and approved by the KO as part of Task Order negotiations”.</p>		<p>The purpose of item g. is to prevent an abundance of proposed subcontractors without a defined purpose; therefore, Section H, item g. will remain as written. However, new subcontractors required for unique tasks or existing subcontractors that require substitution will be handled on a case-by-case basis. New subcontractors must bring an expertise to the Team that does not already exist. The Government will add to Section H., a process to get new subcontractors approved that were not initially evaluated during the solicitation process.</p>
25	<p>3. On page 37, Section H, item g, the DRFP states, “...submit the estimated price for each subcontractor by labor category, subcontractor name, and employee name.” Subcontractors often have staff of similar qualifications and experience, and for ease of task order proposal</p>		<p>Section H., item g. will be revised to state this information will be required of only key personnel of the subcontractor.</p>

	review may bid specific hours associated with a single employee name, but actually have the work executed by spreading those hours across several equally qualified individuals. The inclusion of employee name may not be practical given the nature of craft labor. We recommend eliminating the requirement for employee name, and focus on using labor category, assuming the categories include the ability to approximately differentiate experience levels.		
26	4. For clarity, please consider organizing the items on page 37, Section H, items b-g by type of task order, i.e. those requirements that apply to Time and Materials task orders and those requirements that apply to Firm Fixed Price task orders.		The Government will consider this request. Most items pertain to both Fixed-Price and T&M TOs.
27	5. Regarding the 22 March release of Amendment 01 providing additional guidance on expectations for Small Business participation, please confirm that work allocated to second tier small business subcontractors will count toward the small business participation goals.		Work allocated in excess of the initial 25 percent counts towards the small business participation goals; which, applies to first tier subcontracts.
28	6. Page 15, section 3.1.3 Modeling and Simulation. Will the current system effectiveness model and the simulations that have been performed to date be provided as GFI?		Yes, necessary systems effectiveness model simulations will be provided to the successful awardee.
29	7. Several places in the draft RFP (pages 3, 11, 12, 17) refer to requirements for equipment or system burn-in. Recognizing the cost constraints facing the JPMG IPP, alternative methods, which may be more cost effective depending on the specific type of system being tested, may be considered. If alternative methods are acceptable, please consider rephrasing to “equipment availability validation”.		This suggestion will be considered.
30	8. On page 13, 2.3 Fielding, item 4 refers to, “... hands on individual collective training of applicable CBR protection subject areas...” Please clarify what is meant by the term “individual collective”.		This statement will be corrected to read, “. . . hands on individual <u>and</u> collective training . . .”
31	9. Beginning on page 16, sections 3.1.4.5 Contractor Studies and Analyses, 3.1.4.6 Technology Refreshment and Insertion and 3.1.4.6.1 Contractor Market Research appear to be numbered incorrectly. As currently numbered, these would appear to be subsections of 3.1.4 Command, Control, Computers and Intelligence (C4I). However, the references in 3.1.4.5, 3.1.4.6 and 3.1.4.6.1 to phrases like “technology demonstration”, and “emerging technologies on key areas of the FoS” imply that these paragraphs would apply more broadly to other elements of the FoS, and not be limited to C4I. Please confirm that these paragraphs are not limited to C4I but are intended to be applied more broadly to other elements of the FOS.		The referenced section will be revised to more clearly articulate the requirements such as technology integration and refreshments related to the FoS at large and not just to C4I.
32	10. Page 35, Section G.3 Task Order Issuance Procedures notes, “...under this single award contract...” and Page 42, item e notes, “Should this solicitation result in multiple awards...” Please confirm that this will be a single award contract.		The Final RFP will be revised to reference “single awardee.” All guidance referencing a multiple award contract will be deleted.
33	11. At the 2 Feb, 2007 Industry Day, COL Malatesta briefed that the JPMG IPP contract would be a single award ID/IQ, with a period of performance up to 5 years. However, Amendment 1 regarding small business participation refers to “two-year base contract period” and “2 one-year option periods”, and page 67, Section L.2 (4) presents a schedule of locations for 4 years		The contract’s period of performance (PoP) will be a one-year base and four one-year option periods. Verbiage in the Final RFP will be corrected to reflect a five-year contract period.

	(FY08-FY11). Please confirm the contract PoP.		
34	12. Page 71, Note 1 in Table references provision of 10 copies of DVD as well as 25 copies of slides. Please clarify the Government's intent for the DVD and the slides.		Sections L and M will be modified to correct numerous inconsistencies found after the release of the Draft RFP. The DVD nor the slides will be required. Page count will be a roll up at the factor level only. Please refer to the new verbiage in the Final RFP that more clearly articulates each requirement.
35	13. There is a page count limitation inconsistency in the Management Volume. Section L.4.2(a) indicates that the Management Volume is limited to 42 pages; however, the total of the pages allocated to the individual sections in the table beginning on page 69 adds up to 115 pages.		Sections L and M will be modified to correct numerous inconsistencies. The page count will be a roll up at the factor level only. Please refer to the new verbiage in the Final RFP that more clearly articulates each requirement.
36	14. Please consider reducing the page allocation of 55 pages for the Integrated Logistics Support, Sustainment Planning and Innovative Business Practices to better align the page count with the rest of the proposal and the current state of the program. We suggest limiting the page count to 20 pages, which would be consistent with the Systems Engineering Tab in Volume III.		Sections L and M will be modified to correct numerous inconsistencies. The page count will be a roll up at the factor level only. Please refer to the new verbiage in the Final RFP that more clearly articulates each requirement.
37	15. There is page count limitation inconsistency in the Management Volume. Section L.3 says that C3 and C4 should each be 5 pages (which works for the overall section limit of 20 pages); however, L.4 says that C3 and C4 are each limited to 10 pages.		Sections L and M will be modified to correct numerous inconsistencies. The page count will be a roll up at the factor level only. Please refer to the new verbiage in the Final RFP that more clearly articulates each requirement.
38	16. Page 75, Tab B1 of the Technical Proposal (Volume III), Written Solutions to the Sample Technical Directive, appears to be unrelated to either Volume IV (Solution to Sample Task Order) or Volume III (Technical Approach), especially given that the page allocation for this Tab B1 is 30 pages but Tab B overall is limited to 10 pages. Please clarify where this information is to be submitted and what the page limit would be.		Sections L and M will be modified to correct numerous inconsistencies. The page count will be a roll up at the factor level only. Please refer to the new verbiage in the Final RFP that more clearly articulates each requirement.
39	17. There is an inconsistency between the requirements table in section L beginning on page 69 and a reference on page 77 for Tab C, Pricing structure of the sample TO. Tab C referenced on Page 77 is not included in the Table on pages 69-71. Please clarify if Tab C is required.		Sections L and M will be modified to correct numerous inconsistencies. The page count will be a roll up at the factor level only. Please refer to the new verbiage in the Final RFP that more clearly articulates each requirement.
40	18. Page 81, SUBFACTOR II, element 3 refers to ILS metrics in C 2.9.1 - There is no section C2.9.1.		Sections L and M will be modified to correct numerous inconsistencies. The page count will be a roll up at the factor level only. Please refer to the new verbiage in the Final RFP that more clearly articulates each requirement.
41	19. Page 84, Section M.2.4, in reference to the evaluation of present and past performance citations, references, "...performance, over the last three years..." Page 76, Section L.4.5, Volume V Relevant Present and Past Performance, states, "...either ongoing or completed within the past two years." Please clarify.		Sections L and M will be modified to correct numerous inconsistencies. The page count will be a roll up at the factor level only. Please refer to the new verbiage in the Final RFP that more clearly articulates each requirement.
42	1. Section L.1, Submission of Proposals, requires that one complete copy of the proposal package...be sent to your cognizant Administrative Contracting Officer (ACO) and for subcontractor's sent to their cognizant ACO. Please identify how a company determines who		The ACO is an Administrative Contracting Officer. The ACO is part of a Federal Agency with Government contract specialists and contracting officers. The verbiage has been

	the cognizant ACO is for this contract. Is this a company or Government employee?		changed to reflect that the prime contractor must submit their proposals to their cognizant ACO.
43	2. Section L.3, (14), provides a Table that identifies the page limitations for each Tab. For Tab A it states, “See limits for Tabs A1 thru A5.” Is there a reason that A6 is not included in the summary. The same applies to Tab B & C.		Sections L and M will be modified to correct numerous inconsistencies. The page count will be a roll up at the factor level only. Please refer to the new verbiage in the Final RFP that more clearly articulates each requirement.
44	3. The same Table, in Section L.3 (14) also shows two (2) volume V’s for Factor IV and V respectively. Some areas of the RFP refer to five volumes and other refer to six, please clarify.		Sections L and M will be modified to correct numerous inconsistencies. The page count will be a roll up at the factor level only. Please refer to the new verbiage in the Final RFP that more clearly articulates each requirement.
45	4. The Table also shows two Tabs under the Management piece labeled B1 and two Tabs labeled B3, is this correct?		Sections L and M will be modified to correct numerous inconsistencies. The page count will be a roll up at the factor level only. Please refer to the new verbiage in the Final RFP that more clearly articulates each requirement.
46	5. The Table under Volume III, Technical, does not include a Tab B1, a major component of the Technical volume, as described on page 75 of the RFP.		Sections L and M will be modified to correct numerous inconsistencies. The page count will be a roll up at the factor level only. Please refer to the new verbiage in the Final RFP that more clearly articulates each requirement.
47	6. Note 1 in the above Table states, “For both Management Tab D and Technical Tab B2 provide ten (10) copies of the DVD, ...” Tab D is Procurement Integrity Issues (5 pages) and Tab B2 is Operational Integration of the FoS (10 pages). What does the reference to a DVD imply and why were these two areas the only ones selected?		Sections L and M will be modified to correct numerous inconsistencies. The DVD is not a requirement and the page count will be a roll up at the factor level only. Please refer to the new verbiage in the Final RFP that more clearly articulates each requirement.
48	7. Please confirm that the addresses for 1) Mailing and shipping and 2) Handcarry delivery, are in fact the same address.		Yes, the address for mailing and shipping, and hand-carry delivery are the same.
49	8. Section L.4.1, Volume I – General, states the general volume shall consist of the actual offer (prepared in accordance with L.2. instructions for the Completion of the Solicitation Part I – The Schedule, ... as well as all other RFP sections requiring fill-in completion by the offeror, ... L.2, (2) states insert the total dollar amount proposed for CLINS... Please clarify that Volume 1 is not supposed to have cost values and CLINS included in it?		Sections L and M will be modified to correct numerous inconsistencies. Cost values and CLINs will be deleted. Please refer to the new verbiage in the Final RFP that more clearly articulates each requirement.
50	9. L.4.2 Volume II – Management states, “(Total Page Limit of 42 pages)” however, the Table in Section L.3 (14) shows 35 pages total for Tabs A1 thru A6, 55 pages for Tabs B1 thru B3, 20 pages for Tabs C1-C4 and 5 pages for Tab D, please clarify.		Sections L and M will be modified to correct numerous inconsistencies. The page count will be a roll up at the factor level only. Please refer to the new verbiage in the Final RFP that more clearly articulates each requirement.
51	10. Volume II, Management, and Volume III, Technical, both contain the following requirements, “...shall include a description of proposed resources, facilities, equipment, and services, including Government-furnished facilities, equipment, services, and information, to be used in accomplishing the requirements of the SOW.” Given the page constraints on each volume,		Sections L and M will be modified to correct numerous inconsistencies. The page count will be a roll up at the factor level only. Please refer to the new verbiage in the Final RFP that more clearly articulates each requirement.

	please confirm whether or not this information is required to be specifically addressed in both volumes.		
52	11. Will the Government provide a list of site locations for the CONUS and OCONUS Tiers 1 & 2 work for offeror's to base their costs on, with the understanding that these are not necessarily the actual sites where the work will be performed. This will help levelize bidding estimates and provide more of an apples-to-apples comparison of costs.		Yes, the Government will provide general information on locations and tiering requirements.
53	12. Section L.2, (4), last paragraph, requires us to include NTE Travel dollars by FY (NOTE: Assume 60 days of travel costs for FY07). Since travel costs is a large and variable component, and will be reimbursed at costs, please provide information to allow all contractors to estimate the NTE values on a similar basis or provide an NTE value (plug number) that all contractors will utilize.		The Government cannot provide a general total dollar value for the overall contract; however, the Government will provide a total dollar value for travel <u>only</u> for the sample task.
54	13. Since materials are also reimbursed at costs and could vary significantly in our estimates based on installation size, resources, configuration, location, etc., will the Government provide an NTE value for materials for contractors to utilize?		Yes, the Government will provide this information in the NTE CLIN pricing.
55	14. Section M.1, Basis for Contract Award, states, "Such determination will be made in accordance with FAR 9.104 and will utilize, at a minimum, documents submitted under Volume I and Volume II, TAB C." Please explain why only these two volumes and tabbed sections are specified.		Sections L and M will be modified to correct numerous inconsistencies. Please refer to the new verbiage in the Final RFP that more clearly articulates each requirement.
56	15. Section M.2.5, Factor V, Cost, states that, "Cost will be evaluated using both the offeror's overall contract proposal and the cost proposal submitted in response to the sample TO." Will there be a separate cost proposal for the TO that does not show up in the CLINS? Please elaborate.		There will not be an overall cost proposal based on contract requirements. Some CLINs will have total pricing based on the type of effort for that CLIN. Other pricing will be evaluated based on individual labor categories and loaded rates. The sample task will provide a price that will be evaluated and analyzed against the technical approach for each offeror's proposal. The pricing of the sample TO will be derived from each offeror's loaded rates and categories that will be populated from a sample spreadsheet and will be located in Section J of the Final RFP.
57	16. In order for contractors to evaluate whether or not they fully comprehend the magnitude and complexity of the IPP contract will the Government's provide its estimate of the most probable cost for completion of the project? Is this cost estimate budgeted and currently funded?		The Government will not provide an estimate to complete the IPP project in the Final RFP; however the Government did provide an estimated range of dollars during the Pre-Solicitation Conference. Please refer to those slides for clarification.
58	1. DRFP REF: Page 24, Paragraph 3.4 (6) states, " <i>The contractor shall ensure the continued performance of a fully operational system meeting or exceeding the requirements of the IPP mission for the ILLS period as further defined by Task Orders.</i> " ➤ <u>Question/Comment</u> : Please clarify if the contractor is responsible for the operations of the System(s) or if the Installation is responsible for the operations of the System(s).		The Final RFP will be modified to more clearly articulate that the Offeror is responsible for maintaining an operational system for the initial 12 months of CLS. After the initial 12 months, the responsibility for maintaining installed system(s) will transition to the installation.

59	2. DRFP REF: Page 62, “ <i>Loaded Labor Spreadsheet</i> ” <u>Question/Comment:</u> Respectfully request the sample spreadsheet be provided prior to the Final RFP Release.		The sample spreadsheet will be provided with the Final RFP.
60	3. DRFP REF: Page 34, Clause 52.211-16, Variation in Quantity Apr 1984 ➤ <u>Question:</u> What are the permissible percent variations and which designations do the percentages apply?		The variations in quantity are related to the various Bill of Materials (BOM) items that will be required in performance of individual TOs. Any TO that designates a specific number of items that are expected to be delivered, must meet that requirement. The default will be zero variations, unless however, the TO specifically denotes the variations that will be accepted.
61	4. DRFP REF: Page 34, Clause 52.247-55, F.O.B. Point for Delivery of Government-Furnished Property JUN 2003 ➤ <u>Question:</u> Paragraph (a) of the Clause states, “ <i>Unless otherwise specified in this solicitation, the Government will deliver any Government-furnished property for use within the contiguous United States or Canada to a point specified by the Contractor in the offer.</i> ” Can this information be provided in response to specific Task Orders since the specific location and nature of the task order scope of work would dictate the point for deliver?		Yes, this information can be provided on specific TOs.
62	5. DRFP REF: Page 37, paragraph (d) states, “ <i>The Government considers six (6) months or less, a minimum use of temporary employees.</i> ” ➤ <u>Question:</u> Does the six month criteria represent a cumulative timeframe for all periods of performance or is the six months on a per-year basis? Do the criteria for the use of Temporary Labor apply to Construction projects?		The issue with temporary labor is the additional cost, solely born by the government, associated with the time period an employee is consecutively billed on a per year basis. This would apply to a “key” person managing construction on a continual basis; not for those employees required to meet a task at various locations and used intermittently.
63	6. DRFP REF: Page 37, paragraph (h) states, “ <i>Based on technical requirements, the Government may, from time to time, direct the prime contractor to utilize a specific subcontractor in the performance of all or a portion of a given TO. The directed subcontractor may include other Government Organizations and/or Universities.</i> ” ➤ <u>Question:</u> Is the reference to “Government Organizations” limited to U.S. Government Organizations? Is the reference to “subcontractor” limited to U.S. firms/subcontractors?		Yes, the reference to “Government Organizations” strictly refers to U.S. Government Organizations and the reference to “subcontractor” strictly refers to U.S. firms/subcontractors.
64	7. DRFP REF: Page 41 under TASK ORDER PROCEDURES, paragraph (b) ➤ <u>Question/Comment:</u> Request the addition of an item “(iv)” which states; “ <i>identification of any directed subcontractors</i> ”.		This request has been accepted and the statement will be added to the Final RFP.
65	8. DRFP Reference, Page 43, Section I, Clause 52.211-12, Liquidated Damages—Construction SEP 2000 ➤ <u>Question/Comment:</u> Paragraph (a) of the clause states, “ <i>If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay</i>		The value of the liquidation damages will vary based on the individual task order requirements complexity and cost. However, the procedures used to determine cost or damages will be based upon FAR 11.502.

	<i>liquidated damages to the Government in the amount of _____ [Contracting Officer insert amount] for each calendar day of delay until the work is completed or accepted.” Please provide amount of liquidated damages.</i>		
66	7. DRFP Reference, Page 44, Section I, Clauses 52.243-2 Changes Cost Reimbursement AUG 1987, and 52.243-2 Alt II Changes Cost Reimbursement (1987) – Alternate II (1984) ➤ <u>Question/Comment:</u> These clauses are applicable in solicitations and contracts when a cost-reimbursement contract for supplies is contemplated. Does the Government intend to issue Cost Reimbursement Task Orders? Under Section H, Task Order Issuance, paragraph (a) only Fixed Price or Time and Materials/Labor Hour TO types are stated.		No; the Government does not intend to issue Cost Reimbursement TOs. Clause 52.243-2 Changes—Cost-Reimbursement will be replaced with Clause 52.243-3 Changes—Time-and-Materials or Labor-Hours.
67	8. DRFP Reference, Page 60-61, Section, Clause 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006) paragraph (d) states, “Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from (<i>Contracting Officer to insert applicable information cited in PGI 225.7403-1</i>)” ➤ <u>Question/Comment:</u> Please provide the applicable information cited in PGI 225.7403-1.		Information cited in PGI 225.7403-1 will be provided as an Attachment in Section J of the Final RFP.
68	9. DRFP Reference, Page 35, under G.3 TASK ORDER ISSUANCE PROCEDURES, states the Task Orders/Delivery Orders issued under this single award contract shall be unilateral. <u>Question:</u> A response time for Task Order requests was not provided. Will the Government consider stating a minimum response time to Task Order requests for OCONUS and CONUS efforts?		Yes, a timeframe will be specified on each TO request.
69	10. DRFP Reference, Page 35, under G.3 TASK ORDER ISSUANCE PROCEDURES, states, “ <i>the Task Orders/Delivery Orders issued under this single award contract...</i> ” Under Page 42, paragraph (e) states “ <i>should this solicitation result in multiple awards...</i> ” ➤ <u>Question:</u> Does the Government intend to make multiple awards?		A single award will be issued from the solicitation. All references made to multiple awards will be deleted in the Final RFP.
70	11. DRFP Reference, Page 40, under Organizational Conflict of Interest, paragraph (c) states, “ <i>The effort to be performed under this contract may require the contractor to support the development of system requirements/specifications, provide system engineering and technical directions, and/or recommend products/capabilities. As such, the contractor may not (1) be awarded a contract to supply the system, product, capability or components, or (2) be a subcontractor or consultant to a supplier of the system or any major component on which it provides support hereunder...</i> ” ➤ <u>Question:</u> Does the Government perceive the activities of “ <i>development of system requirements/specifications, provide system engineering and technical directions, and/or recommend products/capabilities</i> ” as activities which can not be mitigated through an OCI Mitigation Plan under any circumstances?		The possibility of mitigation in a particular situation is not considered likely but is not precluded.
71	12. DRFP Reference, Page 75, Section L.4.3 Volume III - Technical ➤ <u>Question/Comment:</u> To be consistent with Exhibit L on pages 69 and 70, which shows the Solution to the Sample TD in Volume IV; should the text on page 75 describing Tab		Sections L and M will be modified to correct numerous inconsistencies. Please refer to the new verbiage in the Final RFP that more clearly articulate the requirements.

	B1 (Written Solution to the Sample TD) be part Section L.4.4 Volume IV instead of Volume III?		
72	13. DRFP Reference, Pages 74 (Section L.4.3), 79 (Section M.2), 83 and 84 (Section M.2.2) ➤ <u>Question/Comment</u> : Will the government please clarify if the Decision Support System is to be included in Volume III – Technical, Tab B, as is suggested on pages 74, 79, and 84, or in Volume III Technical, Tab A, as it is listed in under the Systems Engineering Subfactor on Page 83, Paragraph 8? Is there a DSS requirement for Tier 1 installations?		There is no DSS requirement for Tier 1 installations. Sections L and M will be modified to correct numerous inconsistencies. Please refer to the new verbiage in the Final RFP that more clearly articulate the requirements.
73	14. DRFP Reference, Page 70, Section L, and Page 76, Section L.4.5 ➤ <u>Question/Comment</u> : Will the government please clarify if the Cost Volume is Volume V or Volume VI?		Sections L and M will be modified to correct numerous inconsistencies. Please refer to the new verbiage in the Final RFP that more clearly articulate the requirements.
74	15. DRFP Reference, Page 2, SCHEDULE B ➤ <u>Question/Comment</u> : Will the government please clarify how program management will be incorporated into the CLIN structure?		This requirement entails day-to-day functions of contract support captured in the overhead rates as a cost of doing business. This contract does not require EVMS.
75	16. DRFP Reference, Page 2, SCHEDULE B ➤ <u>Question/Comment</u> : Elements on the critical path over which prime contractor has no control, such as the various means of support required of the installation to ensure compliance with program schedules, make it difficult to operate in a Fixed Price environment. Would the government please comment on how it expects offerors to account for the performance risks associated with installations, such as requisite permits and the availability of personnel for training and other required activities, into quotes for Firm Fixed Price task orders?		The Government has established a planning process that requires each installation to provide a POC, in addition to each Service representative, to work with the IPP team in preparation of visits for Design and Fielding purposes. This process helps to minimize risks. Unfortunately, the Government has no method to eliminate all risks associated with any type of contract vehicle; but, the mere fact that most risks associated with this contract will be known solidifies the Government's choice of the Fixed-Price and T&M contracting methods.
76	17. DRFP Reference, Page 72, Section L.4.2, Paragraph A <u>Question/Comment</u> : Will the CMS, DSS, supply chain system, Guardian IPP website, and Guardian IPP showroom be GFE, or will the successful offeror be required to propose its own approach to the provision of each of these tools?		It is the Government's desire that bidders provide innovative approaches to meeting these requirements. It is also the Government's intent to transition available technologies to the awardee to simplify the transition process.
77	18. DRFP Reference, Page 84, Section M.2.3 ➤ <u>Question/Comment</u> : The elements to be described are number 2 and 3. Will there be only two Elements for the offeror to describe?		Sections L and M will be modified to correct numerous inconsistencies. Please refer to the new verbiage in the Final RFP that more clearly articulate the requirements.
78	19. DRFP Reference, Page 37, TASK ORDER ISSUANCE ➤ <u>Question/Comment</u> : Will the offeror be required to respond to every Task Order RFP?		Yes, as a single awardee is anticipated, that awardee will be expected to respond to all TOs.
79	20. DRFP Reference, Page 73, Section L.4.2 (Tab A6) ➤ <u>Question/Comment</u> : Are there currently an integrated digital environment and a comprehensive document repository in place?		Yes, JPEOCBD and the current Lead Systems Integrator (LSI) both operate an integrated digital environment separately. The awardee will be expected to establish an integrated digital environment and comprehensive document repository.
80	1. Task order procedures paragraph e. "Should this solicitation result in multiple awards, each awardee will be provided a fair	Section H, Pg 42	A single award will be issued from the solicitation. All references made to multiple awards will be deleted in the Final

	<p>opportunity to be considered for each order.”</p> <p><u>Request for clarification:</u> Industry Day presentation and material indicated that the Guardian Award would be a single award IDIQ. The Draft RFP wording implies the possibility of multiple awards. In order to ensure the customer will receive the most innovative and competitive proposals from industry, it is assumed that this RFP would result in a single award. Please confirm.</p>		RFP.
81	<p>2. <u>Task order issuance paragraph b</u></p> <p>“Essential elements for loaded labor/time and material TOs are: task number, period of performance, description of work, deliverables, costs/prices, direct labor (including employee names(s) (key personnel))...”</p> <p><u>Request for clarification:</u> The Draft RFP requires Task Orders to include specific names of those allowed to perform the task. It is recognized that the Key Personnel List described on Page 38 will be identified in the proposal submission. It is recommended that the other personnel allowed to work on the TO not be named in order to avoid undue administrative burden. Please confirm.</p>	Section H, Pg 37	Section H., item g. will be revised to state this information will be required of only key personnel of the subcontractor.
82	<p>3. CLIN Structure</p> <p><u>Request for clarification:</u> The existing CLIN structure does not specifically address Program Management and the Key Personnel. We anticipate that the customer desires a CLIN structure that will identify these costs. Please confirm.</p>	Section B, Pg 2	There will not be a separate CLIN for program management activities. This requirement calls for the normal PM activities whose costs are captured in overhead rates as a cost of doing business. However, the Government does anticipate a program manager’s hours associated with individual TOs
83	<p>4. "All contractor personnel shall be required to access, view, possess, process and/or use information designated as For Official Use Only."</p> <p><u>Request for clarification:</u> Can foreign nationals be employed for site installation? If so, is there any procedure that must be followed for allowing a foreign national access to FOUO information to make sure that individual foreign nationals can be employed by the contractor for site installations? If yes, what is/are the procedure(s)?</p>	Section C.6.1 Pg 27	Individuals must be classified as US citizens for CONUS. OCONUS will be based upon the SOFA and local laws governing the relationship between the US forces and the host nation. This issue will be addressed on individual TOs. (Host nation personnel will most likely be used on tasks that would not require a security clearance such as construction related activities.)
84	<p>5. Section E does not specifically address how products and services will be accepted under this contract.</p> <p><u>Request for clarification:</u> Does the Government intend to include a statement that, “Acceptance of the product or services will be provided in each individual Task Order.”?</p>	Section E Pg 33	Yes, individual TOs will address acceptance of products and/or services.
85	<p>6. Section F does not specifically establish the contract Period of Performance.</p> <p><u>Request for clarification:</u> Will Section F establish the period of performance for the overall contract, as well as the period when Task Orders can be issued?</p>	Section F Pg 34	Yes, Section F in the Final RFP will establish the overcall contract’s PoP as well as the period when TOs can be issued.
86	<p>7. “Section I clause 52.232-7, Payments Under Time-and-Materials and Labor-Hour Contracts, subparagraphs (c) and (d), will apply to each Delivery Order.”</p> <p><u>Request for clarification:</u> Subject clause is not found in Section I. Please confirm the</p>	Section F Pg 34	The Contracting Office will add this clause to the Final RFP.

	applicability of this clause.		
87	8. <u>Task Order Issuance, paragraph f. Varying Labor Categories.</u> “Labor categories may not vary from those specified in the TO...” <u>Request for clarification:</u> Please clarify whether this requirement addresses Task Orders with labor hours, or travel and material only.	Section H Pg 37	This statement specifically addresses TOs with associated labor hours.
88	9. <u>Task order issuance paragraph i. Travel.</u> “Costs for these expenses will be reviewed and certified by the COR and approved by the Contracting Officer prior to TO Issuance.” <u>Request for clarification:</u> Please confirm that the travel costs to be reviewed and certified are the estimated costs submitted in response to the TO RFP.	CHANGE	Yes, travel costs to be reviewed and certified are the estimated costs submitted in response to the TO RFP. However, the paragraph will be modified to correct the inconsistencies related to estimated travel cost.
89	10. Security Requirements <u>Request for clarification:</u> Although Security Requirements clauses are invoked, Form DD254 has not been provided. Please confirm that Form DD254 will be provided with the final RFP.	Section I Pg 47	Yes, a DD 254 will be provided in the Final RFP.
90	11. “CDRLs will be provided at a future date.” <u>Request for clarification:</u> Please identify when the CDRL requirement noted in Section J will be released.	Section J Pg 62	CDRL requirements will be provided in the Final RFP.
91	12. “As amended to this draft RFP NLT 21 March 2007, a sample spreadsheet will be provided that delineates the structure in which the offeror can build a loaded labor rate that will be required in their cost proposal submission.” <u>Request for clarification:</u> When will the information for the Loaded Labor Spreadsheet be provided as part of the draft RFP?	Section J Pg 62	Information for the Loaded Labor Spreadsheet will be provided in Section J of the Final RFP.
92	13. “Include NTE Travel dollars by FY” <u>Request for clarification:</u> Will site location be provided with the schedule to facilitate improved travel cost estimation?	Section L.2 Pg 68	Total travel costs will be determined on each TO. The sample task will provide a total dollar value to be used by all offerors.
93	14. “(14) In Volumes II and III, include two cross reference tables one to the Statement of Work (SOW) and one to Section M (Evaluation Criteria).” <u>Request for clarification:</u> Given the page allocation for the proposal, references to each SOW requirement would consume a significant portion of the proposal. Does the customer envision SOW references throughout the proposal volumes? Recommend that the SOW cross reference be replaced with a Section L cross reference.	Section L.3 Pg 69	Sections L and M will be modified to correct numerous inconsistencies. Please refer to the new verbiage in the Final RFP that more clearly articulates each requirement.
94	15. “The proposal volumes shall be submitted as shown in the following table, Exhibit L – 1, Proposal Volumes.” <u>Request for clarification:</u> Exhibit L-1 allocates pages to specific factors, subfactors and elements. Can these allocations be adjusted within the volume limitations? For example, if the Management Approach in Factor I, Tab A3 is eight pages vs. the 10 pages allocated, can the two unused pages be reallocated to another Element or Subfactor within the same volume?	Section L.3 69	Sections L and M will be modified to correct numerous inconsistencies. Please refer to the new verbiage in the Final RFP that more clearly articulates each requirement.
95	16. “(Tab C3) Describe how the offeror would manage procurement risks and leverage Government sources of supply where applicable. Identify appropriate risk mitigation processes	Section L.4.2 Pg 74	Sections L and M will be modified to correct numerous inconsistencies. Please refer to the new verbiage in the Final

	and procedures. (Limit 10 Pages)” <u>Request for clarification:</u> This limit of 10 pages is in conflict with the 5 page limit on page 70. Please confirm the actual requirement.		RFP that more clearly articulates each requirement.
96	17. “(Tab C4) Address the subcontract plan and management approach to ensure a competitive environment among suppliers, consultants, and other subcontract elements. (Limit 10 Pages)” <u>Request for clarification:</u> This limit of 10 pages is in conflict with the 5 page limit on page 70. Please confirm the actual requirement.	Section L.4.2 Pg 74	Sections L and M will be modified to correct numerous inconsistencies. Please refer to the new verbiage in the Final RFP that more clearly articulates each requirement.
97	18. “(Tab B1) Written Solutions to the Sample Technical Directive.” <u>Request for clarification:</u> This Tab is not included in the page allocation table on pages 69 – 71, and is not discussed in Section M. Are these 35 pages required? If so, how will they be evaluated? How does this tab relate to the four elements of Knowledge and Methodologies identified in section M.2.2?	Section L.4.3 Pg 75	Sections L and M will be modified to correct numerous inconsistencies. Please refer to the new verbiage in the Final RFP that more clearly articulates each requirement.
98	19. “This information shall be submitted on an Excel spreadsheet (see Attachment 3) with the Contract Number; Task Order Number, if applicable; Government Points of Contact (technical, management, and contractual), including name, address, telephone number, and email address; the title of the effort; the contract value; and the period of performance.” <u>Request for clarification:</u> Please identify the expected release date for Attachment 3.	Section L.4.5 Pg 76	Attachment will be provided with the Final RFP.
99	20. The Relevant Present and Past Performance factor has a stated limit of “5 PAGES + SPREADSHEET”. <u>Request for clarification:</u> It is not clear if the five pages are reserved for the four elements of Factor IV defined on page 79, or the Attachment 2 data, or both. Recommend that specific page allocations be given for the four elements and the Attachment 2 data.	Section L.4.5 76	The five page count for the narrative and the required spreadsheets are not included the total count.
100	21. “(a) In the front of the Cost Proposal, provide the following subcontractor information...” <u>Request for clarification:</u> The table of page allocations on pages 69 – 71 does not identify a limit for this information. What, if any, is the limit?	Section L.4.6 76	There is no specific page allocation for the Cost Proposal because it is predicated on the number of subcontractors and supporting cost information of each offeror.
101	22. “(Tab B1) Under this tab, include the following data for the Prime and subcontractors, as applicable.” <u>Request for clarification:</u> It is assumed that there is a dollar threshold for inclusion of subcontractors. Please confirm if this assumption is correct, and if so, what the dollar threshold is.	Section L.4.6 77	A contractor must have an approved accounting system in order to be awarded a T&M contract. The information requested is not related to a dollar value. Rather, it relates to the prime or subcontractor’s Cost Accounting Systems and Disclosure Statements involving accounting practices.
102	23. The Draft RFP does not specifically address authorization for export of controlled technical data. <u>Request for clarification:</u> Export authorization must be obtained if export controlled technical data is to be disclosed. Are any of the Family of Systems components considered controlled technical data, as identified in NISPOM 10-506? If yes, will the disclosure of the information be covered by an ITAR exemption?	N/A	The Government does not anticipate the application of export control licensing items.
103	24. The Draft RFP does not specifically address the responsibility for export licenses. <u>Request for clarification:</u> Will the contractor be responsible for acquiring the appropriate ITAR	N/A N/A	At this time, there are no ITAR requirements due to Government-to-Government transport.

	or Export licenses for Family of System components to be installed at OCONUS facilities located on foreign soil?		
104	<p>25. The Draft RFP does not specifically establish NISPOM requirements for foreign nationals. <u>Request for clarification:</u> Do the following NISPOM requirements apply? If yes, to what extent?</p> <p>NISPOM 10-508. Control of Access by On-Site Foreign Nationals</p> <p>a. Extended visits and assignments of foreign nationals to contractor facilities shall be authorized only when it is essential that the foreign national be at the facility pursuant to a contract or government agreement (e.g., joint venture, liaison representative to a joint or multinational program, or direct commercial sale).</p> <p>b. If the foreign national will require access to export-controlled information related to, or derived from, a U.S. Government classified contract, the contractor shall obtain the written consent of the GCA before making a commitment to accept the proposed visit or assignment. A copy of the written consent shall be included with the request for export authorization, when such authorization is required.</p>	N/A N/A	The reference cited relates to contractor-owned facilities not Government facilities where local security regulations would apply; therefore, the Government is unable to adequately address this issue since we do not have visibility of the bidder's organization or management structure.
105	<p>26. The Draft RFP does not specifically establish Packaging and Marking requirements. <u>Request for clarification:</u> Please provide Section D, Packaging and Marking requirements that are not included in the draft RFP.</p>	N/A N/A	Packaging and Marking requirements will be provided on individual TOs.
106	<p>27. In Section F, reference is made to the Task Orders being either Time and Material or Labor Hour type efforts, while in Section H, it states that TOs will either be Fixed Price or Time and Material/Labor Hour. In addition, there are several cost type clauses in Section E and Section I. <u>Request for clarification:</u> Please clarify the contract type(s) of the Delivery Orders / Task Orders to be issued under the resultant contract.</p>	Section F Pg 34	The type of TOs will be either Fixed-Price Level of Effort/Completion or T&M. All cost reimbursable clauses will be deleted from the Final RFP.
107	<p>28. In Section F the Delivery Order paragraph makes reference to Order Limitations and Indefinite Quantity clauses. <u>Request for clarification:</u> Please provide the applicable clauses that correspond to Order Limitations and Indefinite Quantity clauses.</p>	Section F Pg 34	The Order Limitation Clause has been added.
108	<p>29. "The offeror should submit experience for at least seven (7) contracts." <u>Request for clarification:</u> Please clarify the maximum number of allowable Present and Past Performance contracts.</p>	Section M Pg 84	Section M will be modified to read, "The offeror should submit experience for seven (7) contracts."
109	<p>30. "Except for cost, all offerors must be rated as satisfactory or better in all Factors and Subfactors in order to be eligible for contract award." <u>Request for clarification:</u> Please identify and define the ratings to be used in evaluation.</p>	Section M Pg 78 DON	Sections L and M will be modified to correct numerous inconsistencies. Factor and Subfactor ratings have been revised. Please refer to the new verbiage in the Final RFP that more clearly articulates each requirement.
110	<p>31. Evaluation criteria for Procurement Integrity Issues <u>Request for clarification:</u> Please identify the evaluation criteria for the Procurement Integrity Issues, which constitute Volume II, Tab D.</p>	Section M Pg 79	Sections L and M will be modified to correct numerous inconsistencies. The evaluation criteria for the Procurement Issues have been revised. Please refer to the new verbiage in

			the Final RFP that more clearly articulates each requirement.
111	<p><u>1. Indemnification</u></p> <p>We believe that given the nature of the IPP contractor's work scope, it is appropriate for the IPP contract to include a statement of support of the right of a contractor to seek indemnification and/or limited liability under PL 85-804 and/or the SAFETY Act and for JPMG and the contracting office to support contractor applications for 85-804 and/or SAFETY Act coverage.</p> <p>The SOW within the Draft RFP describes the purpose of this procurement as to support the Government to prepare for and better respond to an enemy/terrorist attack. E.g.; section 1.0, “The goal of the program is to protect critical missions and to enhance organic response capabilities to more effectively mitigate the impact of a CBR event.”; section 1.2, “...is chartered to provide DoD-prioritized installations with a Tiered and integrated CBR protection and response capability to reduce casualties, maintain critical operations and effectively respond to and (sic) CBR event and contain contamination”.</p> <p>Specifically, the contractor's scope includes installation surveys, systems engineering and design, fielding, training, and integrated logistics in support of the deployment of an integrated Chem/Bio/Rad protection and response capability for U.S. military installations. Given this work scope, we think support for indemnification represents the appropriate risk-sharing partnership between the government and the IPP contractor.</p> <p>Although in several important aspects the new IPP contract will be different from the original contract, they are similar from the perspective of contractor work scope and associated risk. We therefore request that language and a statement of support by the Government for the contractor’s applications for 85-804 and/or SAFETY Act indemnification and protection be included in the final RFP, as the Government previously included in the predecessor Guardian procurement. We believe that it is important for the Government to make clear that they support such risk sharing and a contractor’s ability to utilize the statutory protections applicable to such an import program as Guardian.</p>		<p>The Government will consider support of indemnification on a case-by-case basis. In addition, the Government will add to Section I the Clause 5152.250-1-9000 - ADDITIONAL INFORMATION ON INDEMNIFICATION REQUESTS UNDER CONTRACTS FOR A QUALIFIED ANTI-TERRORISM TECHNOLOGY.</p>
112	<p><u>2. Potential for a Multiple Awards</u></p> <p>Draft RFP, Section H, TASK ORDER PROCEDURES, Item (e) [page 42].</p> <p>This section includes the statement, “Should this solicitation result in multiple awards, each awardee...”</p> <p>Is there the potential for more than a single contract award?</p>		<p>A single award will be issued from the solicitation. All references made to multiple awards will be deleted in the Final RFP.</p>
113	<p><u>3. Tier 1 / Tier 2 Capabilities</u></p> <p>Draft RFP, Statement of Work, 1.0 Introduction, Items (ii) and (iii) [page 7]</p>		<p>Tier 1 will provide the bulk of the fielded capability to the installation; approximately 80-90% of the total fielding requirement. Tier 2 will <u>not</u> provide the bulk of the</p>

	<p>The paragraph describing Tier 1 states, “This Tier will provide the bulk of capabilities to military installations and will constitute approximately 80-90% of the total fielding requirement.”</p> <p>The paragraph describing Tier 2 states, “This Tier will provide the bulk of capabilities to military installations and will constitute approximately 10-20% of the total fielding requirement.”</p> <p>This appears to be an inconsistency in that both Tier 1 and Tier 2 are identified as providing the “bulk of capabilities to military installations” and we request clarification.</p>		<p>capabilities provided to military installations. Tier 2 will only provide approximately 10-20% of the total fielding requirement.</p>
114	<p>4. <u>Cost breakout between Tier 1 and Tier 2 deployment efforts</u> Industry Day Questions and Answers, dated 02-February-2007, page 1.</p> <p>1. Does the Government have a notional estimate of the value of the contract in % delineated by base line, Tier 1 and Tier 2 efforts?</p> <p>Ans: We have approximately 10% of Tier 2 installations and 90% Tier 1. The management of the baseline software is to be incorporated. The baseline is included across those task orders.</p> <p><u>Clarification Answer:</u> Currently approximately 70%-90% of the value is Tier 1 with 10%-30% Tier 2. The management of the baseline software is to be incorporated. The baseline is included across those task orders.</p> <p>If the total number of installations is 67, with 56 as Tier 1 (approximately 84%) and the remaining 11 as Tier 2 (approximately 16%), the above answers seem to imply that the cost of a Tier 2 installation is approximately the same as a Tier 1 installation.</p> <p>Given the difference in scope/capabilities between Tier 1 and Tier 2, this appears to be an inconsistency. We request clarification</p>		<p>The Government has approximately 80 to 90 percent Tier 1 installations and 10 to 20 percent of Tier 2 installations to field. The management of the baseline software is to be incorporated and will be included across those TOs. <u>Clarification Answer:</u> Currently, approximately 70 to 90 percent of the <u>value</u> is Tier 1 with 10 to 30 percent being Tier 2. The management of the baseline software is to be incorporated and will be included across those TOs.</p>

115	<p><u>5. Type of Task Orders</u> Industry Day Questions and Answers, dated 02-February-2007, page 1.</p> <p>Please discuss how much of this will be FFP vs. T&M.</p> <p>Ans: At this time we do not have a discreet set of #s but the preponderance will be FFP because we understand there is lot of OCONUS and Tier 1. Areas that would be the other type would be some areas of DSS as it evolves, some OCONUS, and some Tier 2</p> <p><u>Clarification Answer:</u> At this time the program is mostly OCONUS and Tier 1. There may be instances due to the Decision Support System (DSS) and Tier 2 OCONUS, unpredictable social and environmental concerns that might lend itself to a T&M vs. FFP Task Order.</p> <p>The above answers state that FFP will be utilized due to the fact that the program is “mostly OCONUS and Tier 1”. The answers appear to imply that OCONUS work is less uncertain than CONUS work, thus resulting in FFP as the appropriate Task Order type. This does not appear to comport with FAR 16.202-2 (Application FFP) describing appropriate circumstances when the Government should utilize FFP contracts.</p> <p>While we understand that Tier 1 installations involve less uncertainty, we believe that OCONUS work is inherently less predictable than CONUS work. Factors including utilization of local qualified subcontractors for cost-effective execution, country-specific standards for construction-ready engineering drawings, country-specific environmental permitting and licensing with local and national regulatory agencies, identification and coordination with local emergency response personnel – to include training where appropriate, present risk factors that need to be taken into account; and due to their uncertainty would lend themselves to a T&M or cost-plus Task Order.</p> <p>We’d request that this answer be clarified in the context of FAR 16.202-2 with respect to the conclusion that a FFP Task Order is more appropriate due to the majority of the program involving OCONUS installations.</p> <p>Per Section G.3, will the Government add the possibility of awarding cost-reimbursable or cost-type task order given the OCONUS locations?</p>		<p>The type of TO as delineated will remain. The TO format will allow the Government to determine the appropriate type of TO based on Installation and location (CONUS & OCONUS) considerations. The type of pricing selected for this solicitation considered the OCONUS unknowns.</p>
116	<p><u>6. Type of Task Orders</u> Section G.3 states that task order will be FFP and T&M, but the draft RFP includes FAR clauses that apply to cost-reimbursement contract. Will the final RFP include the potential to issue cost-re task orders?</p>		<p>A single award will be issued from the solicitation. All references made to multiple awards will be deleted in the Final RFP.</p>

117	<p><u>7. Incentives for FFP Task Orders</u> Industry Day Questions and Answers, dated 02-February-2007, page 4.</p> <p>25. How much of the contract value (appropriate percent) will be fixed price versus incentive?</p> <p>Ans: We are predominantly Tier 1; OCONUS. There are aspects of OCONUS Tier 2 that involves unknown risks. We will issue Task orders for each installation and that will compensate for some of the risk.</p> <p><u>Clarification Answer:</u> The ID/IQ contract will be based upon Fixed Price Task Orders. The Program Manager (PM) will have the latitude to incentivize a task order (Fixed Price with Incentives) based on the installation’s need and any unique requirements that may be surrounding the nature of the work. Therefore, an “appropriate percent” or an exact figure based upon set-aside figures does not exist. However, the Draft RFP will specify the incentives that may be selected as a characteristic of the Task Order.</p> <p>The draft RFP does not appear to specify the incentives that may be selected as a characteristic of the Task Order. Please clarify.</p>		<p>The incentive measure will be removed from the Final RFP. This decision was made after the Government conducted further analysis of the requirements.</p>
118	<p><u>8. Liability / Indemnification</u> Industry Day Questions and Answers, dated 02-February-2007, page 8.</p> <p>1. What liability protection will be provided to the contractor for CONUS and OCONUS work respectively?</p> <p>Ans: Clauses as well as any other policy and procedure guidance provided by DoD and associated with OCONUS efforts will be provided in the Draft Solicitation</p> <p>This information does not appear to be included in the draft RFP with respect to liability protection (i.e., indemnification). Please clarify as it is critical for offerors to assess performance risk and insurance needs.</p>		<p>The following clause was provided in the DRFP: 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)</p>
119	<p><u>9. Invoicing</u> Please confirm that the Government will allow contractors to invoice the government on a bi-weekly basis, and not just monthly. Bi-weekly invoices and payment cycles will reduce cost of capital requirements for contractors and ultimately result in lower costs to the Army</p>		<p>Yes, invoicing will be no more than twice per month.</p>
120	<p><u>10. Status of Forces Agreements</u> Please confirm that the Government will make relevant Status of Forces Agreements (SOFAs) available to the Contractors on each task order?</p>		<p>Yes, the Government will handle all SOFA requirements and ensure all pertinent information in provided to the awardee.</p>

121	<p><u>11. Travel Reimbursement</u></p> <p>Please delete the following statement in Section H (i)(Travel): “The Government will not reimburse for local and in and around travel in the National Capital Region, within a 75 miles radius of the place of performance.” These travel costs could be substantial for National Capital projects and these costs will be built-into the established T&M rates and FFP bids. If these travel costs are unallowable, then the Government is requiring contractors to perform a service (travel) on a non-reimbursable basis without justification for costs that are otherwise allowable under FAR 31.205-46.</p>		<p>FAR 31.205-46 is referencing travel cost associated with an extended trip, which would encompass lodging, per-diem, and transportation. It is not associated with in and around local travel associated with a contractor’s place of business.</p>
122	<p><u>12. Inspections</u></p> <p>In Section E of draft RFP, please add FAR 52.246-5; Inspection of Services Cost-Reimbursement. (Note that the RFP already includes FAR 52.246-3; Inspection of Supplies Cost-Reimbursement.)</p>		<p>All Cost Reimbursable Clauses will be replaced with Fixed Price and Time & Material Clauses.</p>
123	<p><u>13. Proposal Copies</u></p> <p>In Section H, the Government is requesting “one sanitized” copy of each technical proposal. Please clarify what this means and who the Government intends to disclose such a “sanitized” proposal to during contract performance?</p>		<p>The verbiage in this question appears to be incorrectly phrased. The statement in the Draft RFP reads as follows: “The contractor will be required to submit one technical proposal, one sanitized and one unsanitized cost proposal (the unsanitized copy is for Time/Materials TOs) shall show all indirect rates utilized in developing the Other Direct Costs (ODCs) for all TO proposals.”</p> <p>The “unsanitized” title is referring to the cost proposals. The “sanitized” cost proposal is forwarded to the technical team along with the technical proposal for the review process for each TO submitted. Since the post award contract will be Fixed Price or Time & Materials, the ODCs will be the only portion of the “unsanitized” cost proposal that will be subjected to indirect rates. The indirect rate build-up, provided in the “unsanitized” cost proposal, will be protected by the Contracting Office and will not be forwarded to the technical office for review.</p>
124	<p><u>14. Special Contract Requirements</u></p> <p>Please delete Section H, PROTECTION OF INFORMATION, Section e (Data Rights), as government data rights are already covered in the applicable FAR clauses incorporated in Section I.</p>		<p>Element e. is only a portion of a list of protection items. The Government does not see a need to delete, item e. so long as the verbiage in element e., does not conflict with the clause in Section I.</p>
125	<p><u>15. Non-Disclosure</u></p> <p>The Draft RFP discloses that Camber Corp., MKI, CORTEK, Booz Allen Hamilton, Tauri Group, Tecolote, and Paticio, Inc. will act as support contractors in evaluating offerors proposals and/or handling proprietary information. The proposed “Certificate of Non-Disclosure” is not a contractual agreement between the offerors and the support contractors to protect the offerors’</p>		<p>The Government will request that each offeror provide a Non-Disclosure Statement to the Government prior to the due date for submittal of proposals. The Government will initiate the collection of all signatures and provide the signed documents to the offerors prior to the initiation of the Source Selection</p>

	proprietary information, and thus ineffective for offerors. As required by FAR 9.505-4(b), all of these support contractors are required to execute non-disclosure agreements with the offerors themselves. Please provide contact information for each of the support contractors so that offerors may contact each and request that each execute an offeror provided non-disclosure agreement per FAR 9.505-4(b).		Process. To the Final RFP, the Government will add the contact information to the clause, NOTICE REGARDING ORGANIZATIONAL CONFLICT OF INTEREST (OCI) AGREEMENTS (FAR 9.505-4(b)).
126	16. <u>Contract Clauses</u> In Section I, please include FAR 52.245-2, alt.1. Inclusion of this clause may be necessary for certain task order installations on government property where the government may be in a better or current position of protecting and insuring government property.		The Government will add the Clause.
127	17. <u>Evaluation Factors</u> Please confirm per Section M.2.4, that a prime contractor can offer in its proposal proposed subcontractors' or teaming partners' past performance to meet the RFP required seven (7) contracts for past performance evaluations purposes.		Section M will be modified to state that the seven relevant contracts must relate to the prime contractor's work not the subcontractor's work.
128	18. <u>Contract Administrative Data</u> Section G.3 states that task orders issued under the single award contract "shall be unilateral." In view of the potential for deployment into OCONUS/MOOTW/War situations, will the Contractor be given the right to suspend work, in reasonable times and manners, or to not bid a particular Task Order at OCONUS facilities in proximity to active military conflicts (e.g., Iraq, Afghanistan), when the threat environment becomes untenable?		Currently there is no program requirement to deliver installation protection capabilities to installations in or near military active operations.
129	19. <u>Insurance</u> Under Firm Fixed Price contracts, contractors cannot purchase adequate insurance coverage to reasonably insure against risk of loss from terrorist acts occurring before final acceptance of goods or services by the Government. Please confirm that it is acceptable for a contractor to qualify its proposal to define a terrorist attack as a change under FAR 52.243-1 (Changes-Fixed Price), which would entitle the contractor to equitable adjustment in the contract price, the delivery schedule, or both.		If any act of terrorism or any act of God, clearly beyond the control of the contractor occurs, it is an automatic consideration for an equitable adjustment to a TO. However, if a contractor anticipates the need to qualify their proposal, the Government has the right to disqualify the proposal due to it containing conditions based upon an act that has not occurred.
130	1. Will the Contractor be allowed to invoice the Government for materials when materials are received at our warehouse?		This process will depend on each individual TO.
131	2. Will the Contractor be allowed to invoice the Government a Material & Handling charge for purchased materials?		Yes, an approved DCAA Material and Subcontracts Handling Fee is an acceptable charge vice a G&A if that process represents the contractor's DCAA approved accounting system.
132	on page 68, Section L.2, the Draft RFP states, "All material costs will be reimbursed at cost, including appropriate indirect costs, however, materials is a non-fee-bearing item." The material cost for this contract could represent over 50% of the total contract cost; therefore, this restriction on fee creates difficulties in making a satisfactory business case. Please clarify whether this fee		Equipment can possibly account for 50% or more of the total cost of the effort, however, it does not compare to the amount of labor cost, associated with management and technical aspects, which constitute the empirical elements that, sets the basis of the

<p>restriction applies to "All" material under the contract.</p> <p>On page 68, Section L.2, the Draft RFP states, “All travel costs will be reimbursed at cost, including appropriate indirect costs; however, travel is a non-fee-bearing item.” The travel cost for this contract could represent approximately 10% of the total contract cost; therefore, this restriction on fee creates difficulties in making a satisfactory business case. Please clarify whether this fee restriction applies to all travel expenses under this contract.</p>	<p>success of the Installation Protection Program. These are the areas to which the government places emphasis and thus warrant profit/fee.</p> <p>An assessment of risk is an inherent part of determining appropriate fee as it relates to the performance of an effort, or parts of an effort, associated with any contract. The Guardian program has determined that procurement of government-approved commercial-off-the-shelf solutions and travel for the CONUS/OCONUS sites will be at minimal risk as experienced under the current contract. As a result, the decision to make equipment and travel non-fee bearing items on the IPP re-compete will remain consistent with the previous IPP solicitation decision and as currently performed under the resulting IPP contract. The equipment costs, travel, material handling fees, and associated G&A costs will be paid under the resultant contract.</p> <p>Fee Bearing and Non-Fee Bearing Items:</p> <ul style="list-style-type: none">• Non-Fee Bearing<ul style="list-style-type: none">– Purchased equipment– Travel• Fee Bearing<ul style="list-style-type: none">– All labor associated with handling equipment– Training labor associated with equipment– All labor associated with the installation of equipment– Hours associated with labor of an individual’s travel
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